

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

**TERRY CUTRIGHT and JOHN WILSON
on behalf of themselves and others
similarly situated,
Plaintiffs,**

v. CIVIL ACTION NO. 2:16-cv-06346

**MAYOR DANNY JONES, individually
and in his official capacity, THE CITY
OF CHARLESTON, and its division
THE CHARLESTON POLICE DEPARTMENT,
Defendants.**

MEDIATION AGREEMENT

On May 26, 2017, the parties came, including other claimants and other interested parties, along with counsel of record for the parties, and attended a mediation in the above-styled matter with US Magistrate Judge Michael Aloï serving as mediator. Subsequently, the parties had continuing discussions, some in conjunction with the Mediator Judge Aloï. The parties agree to the following terms:

1. The Defendants make a global settlement offer of \$20,000 to resolve all claims of individuals who resided at Tent City and who are claiming loss or destruction of personal property arising from the closure of Tent City ("Claimants"), inclusive of attorney fees and costs. The Parties have identified individuals who have made claims arising from the loss or destruction of personal property arising from the closure of Tent City (*See Exhibit A*) herein referred to collectively as "Claimants".

2. Each Claimant will recover a pro rata share of the amount of the global settlement offer, but not less than a minimum of One Thousand, Two Hundred Dollars (\$1,200.00) per person, in vouchers, with the remaining share in vouchers or a check made out to each Claimant and their designated attorney for any designated amount of fees or costs that the claimant directs to be paid to their designated attorney. City will provide an equal pro rata share of the global settlement vouchers to the infant son of Thomas Ellis and Dorothy Bradfield (1/2 of the infant's pro rata share to be remitted to each parent in vouchers) who was in attendance at the mediation in this matter. The payments and vouchers will be remitted to Claimants consistent with Exhibit A hereto. Defendant acknowledges that no release of claim will be executed by or on behalf of the infant.

3. The City of Charleston agrees to work, using best efforts, with local homeless services providers to identify a location(s) for an outdoor storage facility within six months of the execution of this agreement and to facilitate completion of an outdoor storage facility before July 1, 2018. Secure and individual storage spaces in such facility shall be available free of charge on a first come basis to homeless residents of the City of Charleston who agree to abide by the rules and terms of use of the storage facility as determined by the local homeless service providers participating in the project in consultation with the City. It is the intent of the Parties that there will be no upper limit on the duration of usage of the outdoor storage facility so long as the individual is homeless and abides by the rules and terms of use. If requested, City will facilitate an opportunity for Claimants to provide comment and opinion to the local homeless service providers on the proposed related rules and terms of use by notifying Mountain State

Justice of the time and location of the meeting at which the homeless service providers will discuss the proposed rules and terms of use.

4. The parties agree to work together, along with homeless services provider Prestera, to identify Charleston businesses from which to obtain vouchers to use to facilitate settlement payment, including Foodland, Kroger, Kanawha Regional Transit, Dollar General, Family Dollar, Wal-Mart, K-Mart, and Union Mission.

5. If the Plaintiffs' attorneys and the Claimants determine that they wish to accept the global settlement offer, they will notify the counsel for the Defendants, and the parties agree to work together in good faith: to prepare a mutually agreeable settlement agreement and release and order of voluntary dismissal, dismissing all claims in this case, with prejudice; and to identify the type and amount of voucher(s) for each Claimant along with any check authorized pursuant to paragraph 2 herein.

6. The Parties agree that they will participate in status conference(s) with the mediator, Magistrate Aloï, if desired by the mediator or by either party, in 30 days or earlier to discuss the status and/or outcome of the settlement negotiations. Magistrate Aloï has generously agreed to remain involved to attempt to facilitate resolution of this matter if requested by either party.

7. The parties acknowledge that City, in cooperation with local homeless providers and the plaintiffs, created a policy entitled "City of Charleston Homeless Encampment and Transient Outdoor Temporary Living Policy," that was adopted by Charleston City Council on December 19, 2016.

8. The parties acknowledge that City, after consultation with local homeless service providers and the plaintiffs, passed a resolution on December 19, 2016, which authorized annual funding of \$75,000 to Prestera for the purpose of Prestera hiring two new outreach workers dedicated to serving the homeless population in Charleston. On December 19, 2016, City, through resolution of its City Council, authorized execution of a Memorandum of Understanding between City and Prestera setting forth the terms of the parties related to the funding of and the requirements for the two dedicated outreach workers.

Agreed to by:

/s/ Karen Tracy McElhinny

Karen Tracy McElhinny (WVSB #7517)
SHUMAN, MCCUSKEY & SLICER, PLLC
P. O. Box 3953
Charleston, WV 25339
Telephone: (304) 345-1400
Facsimile: (304) 343-1826
Email: kmcelhinny@shumanlaw.com
and

/s/ Paul D. Ellis

Paul D. Ellis, Esq. (WVSB #8726)
CITY OF CHARLESTON
P.O. Box 2749
Charleston WV 25330
(304) 348-8031
Counsel for Defendants

/s/ Samuel B. Petsonk

Samuel B. Petsonk (WV Bar No. 12418)
Gary M. Smith (WV Bar No. 12602)
Mountain State Justice, Inc.
1031 Quarrier Street, Suite 200
Charleston, West Virginia 25301
E-mail: sam@msjlaw.org

gary@msjlaw.org
Office: (304) 344-3144
Fax: (304) 344-3145

Lydia C. Milnes (WV Bar No. 10598)
Mountain State Justice, Inc.
215 S. Third St., Ste. 901
Clarksburg, West Virginia 26301
Telephone: (304) 326-0188
Facsimile: (304) 326-0189
Counsel for Plaintiffs